IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.579 OF 2004
IN
SUMMARY SUIT NO.1467 OF 2004

Bharat Vissanji ..Plaintiffs

Vs.

M/s.Maurya Enterprises and Anr. ..Defendants

Mr.H.N.Thakore for the plaintiffs

Mr.P.Kumar Jain for the defendants

CORAM : S.U.KAMDAR, J
DATED : 14TH SEPTEMBER, 2005

P.C.:

. The present suit is filed on agreement for loan lent and advanced. The agreement in writing is at Ex.A and C to the plaint. The amount is paid and receipts are annexed at Ex.D and E.Under the said agreement amount of loan was liable to be repaid. Defendants have failed to repay the same. However, the present suit is filed for the recovery of the said amount. Interest is claimed from the date of the notice. I do not find the rate of interest in the agreement. The present suit is not maintainable under Order 37 Rule 2 because it is based on cheque as mentioned in para 2 of the said

plaint. I do not accept the contention of the defendant because in the present case, it is not only on honoured cheque but it is coupled with written agreement between the parties being Ex.A and C. The said agreement is signed by both the parties. In that view of the matter, there shall be decree for Rs.9,69,469 with further interest @ 12% simple rate of interest. Summons for Judgment made absolute. Suit decreed as prayed Suit as well as summons for judgment disposed of accordingly. Refund of court fee as per rules.